

## NONDISTURBANCE AGREEMENT, SUBORDINATION AND ATTORNMENT OF OIL AND GAS LEASE

This Nondisturbance Agreement, Subordination and Attornment of Oil and Gas Lease (the "Agreement") executed effective as of September 28, 2010, by and between Fernando Sandoval and Sonia Anali Sandoval, whose address is 1201 Coury Rd., Everman, TX 76140 (the "Lessor"), and Mortgage Electronic Registration Systems, Inc. ("MERS") whose principal address is 3451 Hammond Ave., Waterloo, IA 50702 (the "Mortgagee") and Thunderbird Oil & Gas, L.L.C. whose address is 515 Fourth St., Graham, TX 76450, and further assigned to Range Texas Production, LLC, whose address is 100 Throckmorton, Suite 1200, Fort Worth, TX 76102 (the "Lessee");

### WITNESSETH THAT:

WHEREAS, the Mortgagee is the owner of a certain mortgage/deed of trust on residential real property (the "Mortgage") executed by Fernando Sandoval and Sonia Anali Sandoval (the "Lessor"), to secure the mortgage secured by the real property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Mortgaged Property"); which Mortgage is dated June 10, 2010, and was recorded on June 22, 2010 as Instrument No. D210150172, in the land records of Tarrant County, State of Texas; and

WHEREAS, effective as of October 1, 2007, Lessor executed an oil, gas and mineral lease (the "Lease"), running to the benefit of Lessee and granting certain rights to all or a part of the Mortgaged Property, which Oil, Gas and Mineral Lease was recorded on October 23, 2007 in the land records of Tarrant County, State of Texas, as Instrument No. D207378687.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties set forth below, the parties hereby agree as follows:

1. NONDISTURBANCE. Mortgagee acknowledges and agrees that during the life of the Lease encumbering the Mortgaged Property it will not infringe upon or disturb the leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including, subject to the provisions of Section 2 hereof, the right to pay all rents and royalties payable under the Lease to the Mortgagor.
2. PAYMENT OF ROYALTIES. Lessee agrees, in consideration of the execution of this Agreement by Mortgagee, that in the event the Mortgagee advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Mortgagee all royalties and rentals due or to become due until further notice by Mortgagee that the Lessor is no longer delinquent upon receipt of written consent by Mortgagee.
3. ATTORNMENT. In the event the Mortgage is foreclosed for any reason, and the Mortgagee succeeds to the interest of the Lessor under the Lease, the Lessee agrees that it shall recognize the Mortgagee as the successor in interest to the Lessor and to any and all of the right, title and interest of the Lessor under the Lease. In such case, the Lessee also agrees to render to the Mortgagee the performance of all of the Lessee's obligations which, under the terms of the Lease, are for the benefit of the Lessor, for the balance of the term of the Lease remaining, with the same force and effect as if the Mortgagee were the Lessor under the Lease.

The Lessee hereby attorns to the Mortgagee, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon Mortgagee's succession to the interests of the Lessor under the Lease; provided, however, that the Lessee shall not be obligated to pay royalties payable to the Lessor under the terms of the Lease

to the Mortgagee until the Lessee shall receive written notice from the Mortgagee in accordance with the terms of Section 2 hereof. The respective rights and obligations of the Lessee and the Mortgagee upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, be the same as now set forth in the Lease. The Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

4. CONFLICT BETWEEN AGREEMENT AND LEASE. In the event of any conflict or difference between the terms of this Agreement and the terms of the Lease, Lessee agrees that the terms of this Agreement shall supersede and be applicable in lieu of the terms of the Lease.
5. BINDING EFFECT. The rights and obligations of the parties hereunder shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
6. AMENDMENTS. This Agreement may not be amended or modified except by a writing signed by Lessor, Mortgagee and Lessee or their permitted successors and assigns.
7. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with and be governed by the laws of the United States insofar as they may be applicable, and if such laws are not applicable, then under the laws of the state in which the Property is located.
8. NOTICE. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, return receipt requested or (d) prepaid telegram or facsimile transmission (provided that such telegram or facsimile transmission is confirmed as received), addressed as follows:

If to Lessor, to:  
 Fernando Sandoval and Sonia Anali Sandoval  
 1201 Coury Rd..  
 Everman, TX 76140

If to Mortgagee, to:  
 Mortgage Electronic Registration Systems, Inc.  
 3451 Hammond Ave  
 Waterloo, IA 50702

If to Lessee, to:  
 Range Texas Production, LLC  
 100 Throckmorton St., Suite 1200  
 Fort Worth, TX 76102

Either party hereto may change the address set forth above by giving written notice to the other party in the manner set forth above. Any such notice or communication shall be deemed to have been given (i) in the case of hand delivery, at the time of personal delivery, (ii) in the case of delivery service or mail, as of the date of receipt, or (iii) in the case of telegram or facsimile, upon receipt.

9. TERM. The term of this Agreement shall begin on the effective date set forth above. This Agreement shall terminate upon the earlier of (i) the satisfaction of a mortgage secured by the Deed of Trust; (ii) the filing of a release of the Deed of Trust; or (iii) termination of the Lease.

**EXHIBIT A**

The Mortgaged Property is described as follows: Lot 1, Block 16, Everman Park Sixth Filing, an addition to the City of Everman, Tarrant County, Texas according to the map or plat thereof recorded in Volume 388-38, Page 30, of the plat records of Tarrant County, Texas.

## ACKNOWLEDGEMENTS

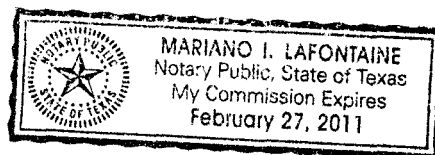
**LESSOR(S)**

THE STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2011, by Fernando Sandoval and Sonia Anali Sandoval personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

My Commission Expires: Feb 27, 2011  
State, TEXAS  
County, TARRANT

Notary Public Mariano Lafontaine

**MORTGAGEE**

THE STATE OF IOWA

COUNTY OF BLACK HAWK

On September 28, 2010, before me, G. Hintz, a Notary Public in and for the County of Black Hawk, State of Iowa, personally appeared Jenny Brouwer, personally known to be a Assistant Secretary of Mortgage Electronic Registration Systems, Inc. ("MERS"); that the Seal affixed to said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it being executed.

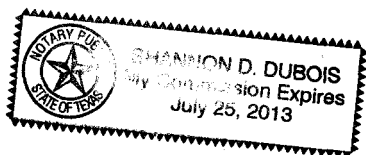
My Commission Expires: July 11, 2010 Notary Public  
State of Iowa  
County of Black Hawk

G. Hintz

**LESSEE**

THE STATE OF Texas  
COUNTY OF Tarrant

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2011, by D. Neal Harrington as Vice President, Land, of Range Texas Production, L.L.C., on behalf of said Delaware limited liability company. He is personally known to me.



Shannon D. Dubois  
Notary Public  
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the day and year first written above.

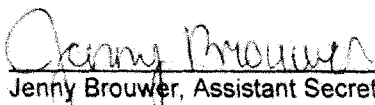
"LESSOR(S)"

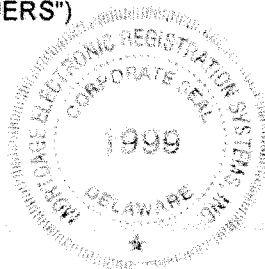
  
Fernando Sandoval

  
Sonia Anali Sandoval

"MORTGAGEE"

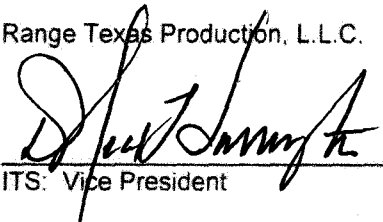

Mortgage Electronic Registration Systems, Inc. ("MERS")

  
Jenny Brouwer, Assistant Secretary



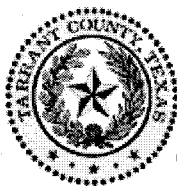
"LESSEE"

Range Texas Production, L.L.C.

  
ITS: Vice President 

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

LINDA K SMITH  
1501 EAST LAKE DR  
WEATHERFORD, TX 76087

Submitter: GREGORY SMITH

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 2/28/2011 11:56 AM

Instrument #: D211047089

LSE

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PGS

\$32.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D211047089

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL